

# Union Pacific Corporation

9-080A105

Jack E. Jerrett  
Senior Corporate Attorney

March 20, 1989

**FEDERAL EXPRESS**

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Ave., N.W.  
Washington, DC 20423

RECORDATION NO.

FILED 1428

**MAR 21 1989 - 11 20 AM**

**INTERSTATE COMMERCE COMMISSION**

Re: Missouri Pacific Railroad Equipment Trust  
Series No. 2

Dear Madam:

I enclose for recording under Section 11303 of Title 49 of the United States Code, five executed originals of a Supplemental Agreement, dated as of March 14, 1989, between Missouri Pacific Railroad Company (the "Company") and Chemical Bank, Trustee (the "Trustee") (the "Supplemental Agreement"), covering the purchase by the Trustee and lease to the Company of certain additional railroad equipment described in Paragraph 1 thereto. The primary document to which this is connected is an Equipment Trust Agreement, dated as of May 15, 1977 and assigned Recordation No. 8801.

The names and addresses of the parties to the closed Supplemental Agreement are:

TRUSTEE-LESSOR:

Chemical Bank  
55 Water Street  
Suite 1820  
New York, NY 10041

GUARANTOR-LESSEE:

Missouri Pacific Railroad  
Company  
1416 Dodge Street  
Omaha, Nebraska 68179

MAR 21 11 19 AM '89  
NOTOR OPERATING UNIT

At the time of delivery and thereafter until the Lessee has fully performed its obligations under the Equipment Trust Agreement, each unit of additional railroad equipment covered by the Supplemental Agreement will bear the marking:

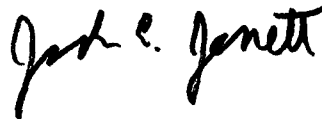
"Missouri Pacific Railroad Equipment Trust Series  
No. 2, Chemical Bank, Trustee, Owner and Lessor."

After these documents are filed and recorded, kindly return four of the enclosed copies to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of \$13.00 to cover the fee associated with the filing and recordation of the Supplemental Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter in the enclosed stamped, self-addressed envelope.

Very truly yours,

A handwritten signature in cursive script, reading "Jack E. Jenett".

JEJ:eb  
Enclosures  
cc: Edwin A. Willis

This Supplemental Agreement has been executed in 8 original counterparts, of which this is Counterpart No. 5.

SUPPLEMENTAL AGREEMENT,

RECORDATION NO. 8801-C FILED 1423

BETWEEN

MAR 21 1989 -11 20 AM

CHEMICAL BANK, TRUSTEE

INTERSTATE COMMERCE COMMISSION

AND MISSOURI PACIFIC RAILROAD COMPANY

This SUPPLEMENTAL AGREEMENT, dated as of March 14, 1989, between CHEMICAL BANK, a New York corporation, as Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (previously a Missouri corporation) (hereinafter called the Railroad). (Terms used in this Supplemental Agreement shall have the same meanings as set forth in Article I of the Equipment Trust Agreement.)

WITNESSETH:

WHEREAS, the Trustee and the Railroad have heretofore entered into (i) an Equipment Trust Agreement, dated as of May 15, 1977, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on April 29, 1977, and assigned Recordation No. 8801 and pursuant to which the Trustee was authorized to issue \$15,600,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 2 (hereinafter called the Trust Certificates); (ii) a Supplemental Lease, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on April 18, 1979 and assigned Recordation No. 8801-A; and (iii) a Supplemental Lease, dated as

of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on June 26, 1980 and assigned Recordation No. 8801-B (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed or become unsuitable for use under Section 4.7 of the Agreement, and the Railroad has deposited with the Trustee cash in an amount equal to the Fair Value of such destroyed or unsuitable Trust Equipment (hereinafter called Replacement Funds); and

WHEREAS, the Railroad desires that the Replacement Funds be used for the purchase of such additional Equipment pursuant to Sections 4.7 and 4.9 of the Agreement and will construct and transfer to the Trustee such additional Equipment as required under the Agreement; and

WHEREAS, Section 4.2 of the Agreement provides that the Railroad may cause to be constructed or transferred to the Trustee other equipment in substitution for the Trust Equipment pursuant to an agreement or agreements supplemental to the Agreement; and

WHEREAS, the Railroad and the Trustee, in accordance with Sections 4.2, 4.7 and 4.9 of the Agreement, desire to execute and deliver this Supplemental Agreement for the foregoing purpose; and

WHEREAS, the Railroad and the Trustee agree that this Supplemental Agreement will not adversely affect the interests of

the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Railroad, as promptly as possible hereafter, shall construct and shall sell, assign, transfer and set over unto the Trustee, subject to all of the terms of the Agreement, the following standard gauge railroad equipment (other than passenger equipment or work equipment) (hereinafter called the Additional Equipment):

| <u>No. of<br/>Units</u> | <u>Description</u>   | <u>Estimated Cost</u> |              |
|-------------------------|--|-----------------------|--------------|
|                         |  | <u>Per Unit</u>       | <u>Total</u> |
| 11                      | Fully enclosed, bi-level<br>auto racks, numbered<br>7856-7866, inclusive,<br>manufactured by Thrall<br>Car Manufacturing Company | \$30,275              | \$333,025    |

(2) When and as the Additional Equipment shall have been delivered to the Trustee, the Trustee shall, pursuant to the provisions of Sections 3.4, 4.7 and 4.9 of the Agreement, pay to the manufacturer thereof from Replacement Funds an amount which shall equal the Cost of the Equipment as specified in the invoice from the manufacturer.

(3) Pursuant to Section 4.1 of the Agreement, the Trustee hereby leases the Additional Equipment to the Railroad for a term ending 15 years from and after May 15, 1977.

(4) The Railroad hereby accepts the lease of the Additional Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Additional Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Additional Equipment was originally made a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Railroad and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CHEMICAL BANK,  
as Trustee

By:   
Senior Trust Officer

(SEAL)

ATTEST:

  
Trust Officer

MISSOURI PACIFIC RAILROAD COMPANY

By:   
Vice President

(SEAL)

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK           )  
                                  ) ss.:  
COUNTY OF NEW YORK        )

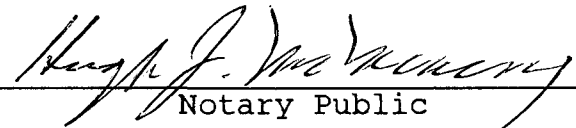
On the 15<sup>TH</sup> day of March, 1989, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, says, that he is a Senior Trust Officer of Chemical Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

STATE OF PENNSYLVANIA    )  
                                  ) ss.:  
COUNTY OF LEHIGH        )

On the 14<sup>TH</sup> day of March, 1989, before me personally appeared CARL VON BERNUTH, to me personally known, who being by me duly sworn, says, that he is a Vice President of Missouri Pacific Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
Notary Public  
HUGH J. McMENEMY  
Notary Public, State of New York  
NO. 24-4736804  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires April 30, 1989

  
Notary Public

NOTARIAL SEAL  
LAURIE A. FEHR, NOTARY PUBLIC  
BETHLEHEM, LEHIGH COUNTY  
MY COMMISSION EXPIRES NOV. 2, 1992  
Member Pennsylvania Association of Notaries